

#### **Department of Health & Human Services**

## Maine WIC Nutrition Program SHS 11, 286 Water St., Augusta ME 04333

John Elias Baldacci, Governor John R. Nicholas, Commissioner



## Vendor Handbook

### **Revised 8/2004**

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## Vendor Handbook

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### Introduction to WIC



<u>WIC</u> stands for Women, Infants and Children. WIC is a special supplemental nutrition program that is funded by the United States Department of Agriculture (USDA). WIC is administered in Maine by the Department of Health and Human Services through nine local WIC agencies.

<u>WIC</u> is a nutritional program for pregnant women, breastfeeding mothers, postpartum mothers, babies, and children under five years old. Eligibility for the Program is based on a financial and medical or nutritional need.

<u>WIC</u> provides foods that are specifically recommended to improve each participant's diet. For working Maine families the WIC food package helps to stretch the family food budget. Participants can only buy the types and quantities of foods printed on their checks.

**WIC** provides nutrition education to help participants learn the importance of good nutrition for good health.

<u>WIC</u> nutritionists assist participants in receiving regular medical care. Staff members see that pregnant women receive prenatal care, and that infants and children receive routine checkups.

Infants whose moms participate in the WIC program weigh more when they are born and have fewer health problems than infants whose mom's did not participate.

# How WIC Approved Foods Are Chosen

Make sure that you have a current WIC Approved Food List. It is the responsibility of both the WIC participant and the Cashier to make certain only approved brands are purchased.

The United States Department of Agriculture (USDA) determines the kinds of foods that WIC offers. Food packages for women and children include the following foods:

Milk Cheese

Eggs



Juice

Cereal

Peanut butter or dry beans





In addition to the foods listed above, women who are totally breastfeeding receive:

Carrots

Tuna Fish

Infants who are not breastfed receive infant formula and infant cereal.

Each state can decide what brands of WIC foods to offer. In Maine WIC foods are chosen to provide nutrients that are important for pregnant women, new mothers, infants and young children. Federal regulations specify the amount of a certain vitamin or mineral that must be present in a food to qualify for the WIC Program.

# How WIC Approved Foods Are Chosen

For example, all WIC approved cereal must contain a minimum of 28 milligrams of iron per 100 grams and not have more than 5 grams of sucrose or other sugars per ounce of dry cereal

Juices must not only be 100% juice but must also contain 100% of the required daily allowance of vitamin C per serving.

Our nutrition staff examines all WIC foods prior to authorization to determine if the nutrient content meets federal regulations. Other factors in determining which foods we authorize include container size, cost, availability and client preference.

In Maine, the foods list is reviewed every 2-4 years. Foods can be deleted from the list and/or new products can be added. Other changes may also be made.

## Required Minimum Inventory

The vendor must have the minimum supply of WIC foods described below. No food can be outdated:

| Food I tems                   | Minimum Stock  | Container Size      |
|-------------------------------|--|---------------------|
| Fluid Milk                    | 4 Gallons-Any combination of:  | Gallon              |
|                               | Whole, fat free (skim), low fat (lite or 1-1.5% fat), reduced fat (2%) |                     |
| Cheese                        | 2 pounds   | 16-oz. packages     |
| Eggs                          | 2 Dozen Grade A  | one dozen           |
| 30*                           | Medium, Large, X-Large   |                     |
| Fruit Juice                   | 6 cans frozen <b>OR</b>  | 10-12 ounce cans    |
|                               | 6 cans liquid concentrate  |                     |
| Dried Beans, Peas,<br>Lentils | 2 bags   | 1 pound bags        |
| Peanut Butter                 | 2 jars   | 18 ounce jars       |
|                               |  |                     |
| Cereal                        | Any combination of boxes 2 varieties of WIC approved                   | 12-oz or larger     |
|                               | cereal totaling at least 72-oz.  |                     |
| Infant Formula*               | WIC Approved infant formula:   |                     |
|                               | 24 cans of concentrate <b>OR</b>                                       | 13-oz. cans         |
|                               | 6 cans of powder   | 14 or 14.3-oz. cans |
| Infant Cereal                 | 16 ounces  | 8 or 16-oz boxes    |

## Required Minimum Inventory

| Carrots   | 4 cans sliced carrots <b>OR</b>             | 14-16-oz. cans |
|-----------|---|----------------|
|           | 2 bags frozen sliced carrots <b>OR</b>      | 16-oz. bags    |
|           | 4 pounds fresh carrots (incl. Baby carrots) | 1-2 pound bags |
| Tuna Fish | 8 cans-water-packed tuna                    | 6.5 -oz. can   |

<sup>\*</sup>An exemption to the infant formula stocking requirement may be granted at the vendor's request and with State Agency approval. Please contact he State Agency at 1-800-432-9300.

#### Effective June 1, 2004

CEREAL: 12-OZ. BOX OR LARGER

**NO** single servings. These brands only:

**Bran Flakes:** Great Value\*, Hannaford\*, I GA\*, Post, Ralston\*,

SaveALot (Nature's Crunch), Shaw's\*, Shurfine\*

**Cheerios:** General Mills, plain or Multi-Grain\*

Chex: General Mills, Wheat\* or Multi-Bran\*

Corn Flakes: Great Value, Hannaford, I GA, Kellogg's (plain

only), Ralston, SaveALot (Mornin' Gem), Shaw's,

ShurFine

Cream of Wheat: Nabisco, any cook time

Crispix: Kellogg's \* (plain only)

Crispy Hexagons: Hannaford\*, I GA (Crispy Corn & Rice)\*, Shaw's\* (Crispy

Combos)

Crisp(y) Rice: Great Value, Hannaford, IGA\*, Ralston, SaveALot (Mornin'

Gem), Shaw's, ShurFine

Frosted Mini/Shredded Wheat: Best Yet (bite-size), Great Value, Hannaford,

Kellogg's (original & bite-size), IGA\*, Ralston,

Shaw's, ShurFine

Grape Nuts: Post Honey Bunches of Oats w/ Almonds: Post

| Honey Bunches of Oats, Honey Roasted: | : Post   |
|---------------------------------------|--|
| Kix:                                  | General Mills  |
| Life:                                 | Quaker*  |
| Maypo:                                | Maple, Instant, Vermont Style  |
| Nutty/Crunchy Nuggets:                | Great Value, Hannaford, IGA, Shaw's                                  |
| Oats N More/Almonds:                  | Hannaford, Shaw's (Bundled Oats w/Honey & Almonds) ShurFine          |
| Oats N More/Honey: Quaker Squares*    | Hannaford, IGA   |
| Special K:                            | Kellogg's* plain only  |
| Square/Toasted Corn:                  | Great Value, Hannaford, I GA*, Shaw's (Corn Greats), ShurFine        |
| Square/Toasted Rice:                  | Great Value, Hannaford, I GA*, Shaw's (Rice Greats), ShurFine        |
| Toasted Oats:                         | Great Value, Hannaford, Ralston (Tasteeos), ,<br>Shaw's, ShurFine    |
| Total:                                | General Mills, Whole Grain* or plain*                                |
| Wheaties:                             | General Mills, plain only  |
| Whole Grain:                          | Great Value (Multi-Grain Flakes), Hannaford (Whole Grain 100 Flakes) |

| INFANT CEREAL:    |  |
|-------------------|--|
|                   | Dry—barley, mixed, oatmeal, or rice, without fruit  NO high protein, Earths Best®, formula fortified                                   |
| INFANT FORMULA:   |  |
|                   | Brand & type listed on check   |
| EGGS:             |  |
|                   | Grade A, medium. large, x-large  NO fertile, organic, free-range, free-running, cage free, vegetarian feed, natural or low cholesterol |
| JUICE:            |  |
| 100% FROZI        | EN CONCENTRATE 10-12 OZ. CANS  |
| Apple:            | Great Value, Hannaford, IGA, Langer's, Old<br>Orchard, Seneca, Shaw's, ShurFine  |
| Grapefruit:       | Any brand  |
| Grape:            | Great Value, Hannaford, Old Orchard, Welch's purple or white   |
| Orange:           | Any brand  |
| Orange/Pineapple: | Any brand  |
| Pineapple:        | Dole, Old Orchard  |
| LIQUID CONCE      | NTRATE: 11.5 OZ CANS   |

Welch's 100% Juice:

Apple, grape, white grape

MILK:

Pasteurized, **GALLON SIZE ONLY**, type listed on check

**NO** flavored, organic or raw milk; glass bottles **Any brand:** whole, low-fat, light, reduced fat,

skim/nonfat/fat free

Only if printed on check:

Evaporated, Dry, UHT, Myenberg Goat Milk

Acidophilus, Lactaid

**CHEESE:** 

Domestic, any brand, **ONE PACKAGE ONLY**, up to 16-oz, block, shredded or sliced :American, Cheddar,

Mozzarella, Provolone, Swiss

NO DELI OR RANDOM WEIGHT CHEESE ALLOWED

**<u>NO</u>** individually wrapped, cubed, wheels, wedges, string, imported, organic; cheese food, whips or spreads;

cheese blends or flavored

**PEANUT BUTTER:** 

Any brand, 16-18 oz jar

**NO** flavored, reduced/low fat, squeezable, organic, spreads

DRIED PEAS/BEANS/LENTILS:

Any brand, one-pound bag **NO** soup mix, organic

#### FOR TOTALLY BREASTFEEDING MOTHERS:

TUNA:

Any brand packed in water, 6-6.5 oz can

NO oil packed or pouches

**CARROTS**:

Any brand: **NO** organic

Fresh: 1 or 2 lb. bags, regular or baby

Frozen, sliced: 16 oz bag

Canned, sliced: 14-20 oz can

## **Vendor Training**

#### Training at Authorization

The State Agency will provide training to all vendors at initial authorization. Training is mandatory, must be face to face and must be completed before a Vendor Agreement is signed and the store is allowed to accept WIC checks. Vendor training is designed to assure the most effective, efficient and courteous delivery of service to WIC participants.

Vendor training will provide at a minimum an understanding of:

- The purpose of the WIC Program
- The terms of the Vendor Agreement
- The procedures for handling WIC checks
- The sanctions that can result from incorrect administration of the program rules and regulations

#### Additional Required Training:

At least one representative of each vendor is required to participate in interactive (face to face) training once every three years to. Training is planned to coincide with the vendor's reauthorization year (the year his contract expires). Training must be completed or reauthorization will not take place.

This training is held in the form of regional group meetings. Training will be scheduled at various locations statewide. Vendors will be given one alternate training date for each location. Failure to attend training will result in disqualification from the Program for twelve (12) months.

Vendors may send as many employees to the group sessions as they wish. It is the responsibility of those who attend to ensure that the information is shared with the rest of their staff.

## Vendor Training

#### And More Training:

- The State Agency will provide training <u>annually</u> through media contacts such as, but not limited to, the Vendor Newsletter, fax messages, a video or the Vendor Handbook.
- Vendor education and training visits may be utilized to ensure vendor compliance with Program rules and regulations. Training may be conducted at the vendor's location or by any other method deemed appropriate by the State Agency.
- Mandated training may be deemed necessary when the State Agency determines a particular vendor needs it.
- The State Agency will provide training at the request of the vendor.
- Vendors are responsible for training their employees on WIC Program procedures and are responsible for the actions of their employees, whether intentional or not.

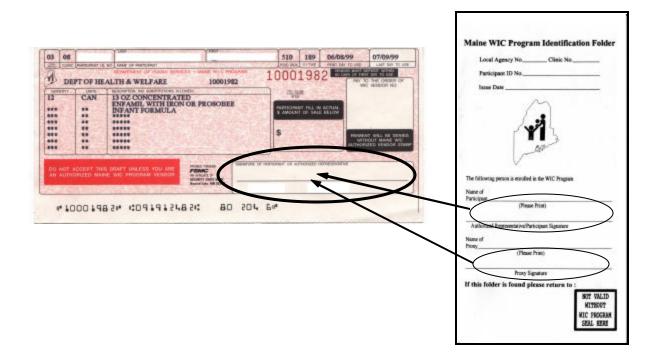
The Maine WIC Nutrition Program has produced numerous training aids for use by our vendors. Please see the order form at the end of the Handbook to order copies.

We will be happy to attempt to develop anything that you think may help your staff administer our program successfully. Give us a call with your ideas.

## The WIC ID Folder

<u>The WIC ID Folder</u> is the WIC customer's identification card. The participant or the person shopping for the participant when using WIC checks must show it to the cashier. This is the only form of identification a vendor may require.

The cashier should *never* accept WIC checks from a shopper who does not have a WICID Folder, *even if the cashier knows the customer*. The signature on the WIC check must match one of the signatures on the ID Folder.



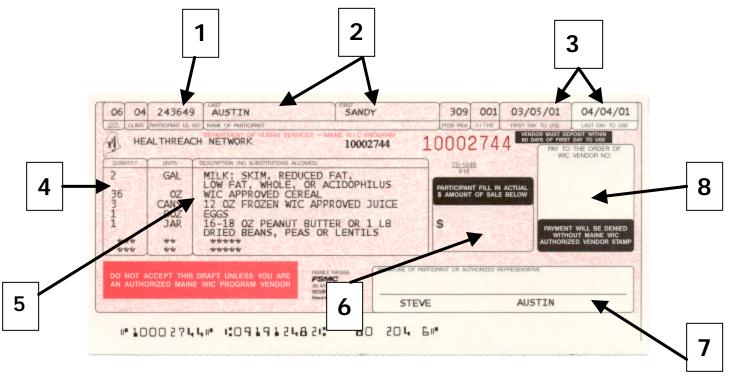
## WIC Vendor Stamp

The WIC Program will provide each vendor with an identification stamp at authorization free of charge. The stamp will read "Maine WIC Program Authorized Vendor" and will include the vendor's WIC ID Number. Each vendor has their own ID Number and may use it only for checks redeemed in their store.

- All checks must be stamped clearly prior to deposit. Checks not stamped will be returned to the vendor.
- Clean the stamp regularly to ensure a clear impression.
- Keep your stamp in a secure place. Report lost or stolen stamps to Vendor Relations (1-800-437-9300) immediately.
- A Vendor may NOT duplicate stamps. Federal sanctions will be imposed on this activity. When you need a new stamp call Vendor Relations at 1-800-437-9300 and we will send you one free of charge.
- Self-inking stamps are available for a minimal charge.
- If for any reason, your store terminates its authorization with the WIC program the stamp must be returned to the State Agency.



## The WIC Check



The WIC check is a computer printed check and should be redeemed just as carefully as any other check.

- WIC Participant Number: The number given to a participant for filing & record- keeping purposes.
- 2. Last/First Name: Name of the person who is participating in the Maine WIC Nutrition Program. This could be a parent, infant or child.
- **3. First/Last Date to Use:** The check *must* only be used on *or* between these dates. *You will not be reimbursed for checks used outside of theses dates.*
- **4. Item Quantity:** The WIC participant may purchase the amount specified on the check, never more

- **5. Product Description:** Lists exactly what the shopper can purchase. NO substitutions. Refer to the <u>WIC Approved Food List</u> for approved brands.
- **6.** Amount: This is the total amount of the transaction *tax-free*. The customer must write in this amount.
- **7.** Authorized Signature: Only the Authorized Representative or the Proxy may sign this check. The signature must match the signature on the WICID Folder.
- **8.** Authorized Vendor Stamp: Stamp the check clearly with your vendor stamp prior to depositing.

## The WIC Transaction

#### When food is purchased with a WIC check:

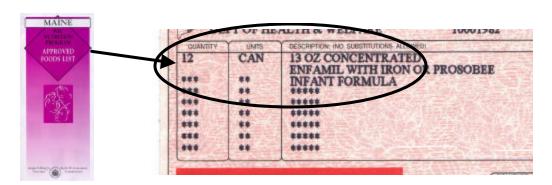
- **1.** The customer should separate WIC foods from other grocery items. When using more than one check, *foods should be separated by check*.
- 2. Checks cannot be used <u>before</u> the "First Day To Use" or <u>after</u> the "Last Day To Use."

Remember: Your store will not be reimbursed for checks accepted within the wrong use dates. (See Rejected Checks section)



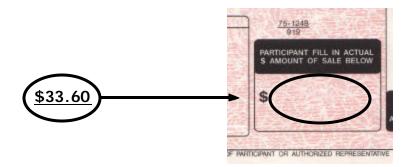
3. Read the items on each check making sure the foods are listed on the <u>WIC</u>

Approved Food List and that the amounts purchased are correct. Remember, the customer is not required to purchase all of the items on the check.



## The WIC Transaction

**4.** Tell the customer the total price and ask her/him to write the amount on the WIC check. (In some stores this amount may be printed by the computer)



**5.** Ask the customer to sign the check after he/she has written in the total. Compare the signature with the signature on the WICID Folder.

If the customer's <u>signature</u> is not on the ID Folder, do not accept the check.



### What Do I Do If.....

#### The customer does not have his/her ID Folder?

- 1. Explain that you cannot complete the transaction without the ID Folder.
- 2. Explain that this is to protect the WIC shopper from checks that have become lost or stolen.
- 3. Refer the WIC shopper to his/her local WIC agency.

## The customer is attempting to use the check outside of the valid dates?

- 1. Explain to the customer that only WIC checks with the correct dates can be used. The check can be used on or between the dates printed on the check. Ask the shopper if they have checks with current dates.
- 2. Explain to the customer that the store will not be paid for WIC checks taken outside of the dates printed on the check.

## A customer attempts to buy unauthorized foods or food in an incorrect package size?

- 1. Explain that the WIC Program requires that only authorized foods (Refer the customer to the WIC Approved Foods List) in the sizes listed on the check can be purchased.
- 2. Explain that your store could be penalized for selling unauthorized foods in incorrect package sizes.
- 3. Offer to help the shopper choose the correct foods in the correct sizes.

## A customer attempts to use a WIC check that has already been signed?

1. Explain that the store can only accept checks that are signed at the register. This protects the customer in case the WIC checks have been lost or stolen.

### What Do I Do If.....

### A WIC shopper gets upset or angry with me?

- 1. No matter what you do, keep your cool! Remember, you are a professional and often deal with unhappy customers. Remain calm and explain the situation politely. Often you will find that this will "diffuse" an angry customer.
- 2. If this does not work call your manager for support. That's his/her job.
- 3. Call Vendor Relations at 1-800-432-9300 and we will discuss the situation with the WIC participant.

#### Remember.....

- WIC customers can buy less than what is listed on the WIC check but never more
- The ID Number on the WIC ID Folder *does not* have to match the ID Number on the WIC check. It is the *signature* that must match.
- You cannot give "rain checks" or "credits" to customers paying with WIC checks. Penalties will be assessed when a store charges the WIC program for food not received during the transaction.
- WIC shoppers are entitled to the same store or manufacturer promotions, loyalty cards, buy one get one free or coupons as your other customers.
- Customers must always sign the check in ink or your store will not get paid.
- Never call unnecessary attention to a WIC transaction. If necessary call your manager to your register for assistance without announcing that you have a WIC check!
- Substitutions are not allowed. WIC shoppers may only purchase what is listed on the WIC check.

## Bank Rejections & How to Request Payment

Where do WIC checks go after they are cashed at your store and deposited with your bank? The check is processed through the Federal Reserve System and is presented to WIC's financial intermediary, Financial Services Management Group (FSMC) located in Minnesota.

In keeping with Federal regulations WIC has instructed FSMC to perform a "pre-edit" on each check to determine whether or not it will be paid. If a check does not pass this "pre-edit" test it will not be paid. It will be returned to your depository bank with a stamp indicating why it was not paid. Your bank will return the check to you and most likely charge you a fee.

<u>Checks will be rejected for the following reasons:</u>

#### Over the maximum price

"Dollar Amount Too High"-Do Not Redeposit

This means that the dollar value of the check exceeds what the WIC Program is able to pay. The maximum dollar value that WIC will pay is based on an average of the reported prices from each authorized vendor of the same sized stores. Usually the check was too high because the cashier has made one of the following errors:

- Double scan
- Reversing WIC checks switching infant formula and infant cereal checks.
- Allowed items in excess of the amounts listed on the WIC check ie: extra cereal, cheese, etc.
- Allowed items not listed on the WIC check
- Allowed wrong type of infant formula

•

To request reimbursement send:

- The original WIC check
- Copy of the *original* receipt/journal printout of the transaction.

The State Agency will review the check and the receipt to determine exactly what was sold in order to provide fair reimbursement for the vendor.

# Bank Rejections & How to Request Payment

Many vendors can identify that a mistake on their part was made to cause the check to be returned unpaid. REMEMBER, you may still be reimbursed for some of the items on the check. Make sure you send it to us so we can make that determination.

#### Missing Vendor Stamp

This simply means you forgot to stamp the check.

To request reimbursement:

- If within 60 days of the "First Date to Use" stamp the check and re-deposit it.
- If after the 60 day period send the original check to the State Office and we will issue a replacement check.

#### **Unreadable or Unauthorized Vendor Stamp**

Unreadable Stamp:

• The check was not stamped clearly or your stamp is dirty and is not readable

To request reimbursement for "unreadable stamp":

- Send the original check to the State Office and we will
- issue a replacement check.

#### **Unauthorized Vendor:**

• The store's vendor stamp is no longer active.

The Maine WIC Nutrition Program will not authorize payment for checks by unauthorized vendors.

# Bank Rejections & How to Request Payment

#### Missing Signature

#### No participant/authorized representative's signature

This means the WIC participant/authorized representative/proxy did not sign the check. The check must be signed at the store after the purchase price has been entered on the check. The cashier is required to verify that the signature on the check matches the signature on the WICID Folder

The Maine WIC Nutrition Program will NEVER reimburse the store for a check taken without the participant's signature. It is a violation to contact the participant for this or any other reason.

#### Early Cashing

#### "Deposited Early"

This means that the WIC check was used before the "First Date To Use".

The Maine WIC Nutrition Program will not authorize payment for checks taken early.

#### Late Cashing

#### "Deposited Late"

This means that the WIC check was used after the "Last Date To Use".

The Maine WIC Nutrition Program will not authorize payment for checks taken late.

#### Wrong fiscal year

This is a WIC check that was issued in the *previous* fiscal year. It cannot be replaced after December 31<sup>st</sup> of the *current* fiscal year.

The Federal fiscal year runs October 1 to September 30 of each year.

# Bank Rejections & How to Request Payment

#### **Obvious Alterations**

The Maine WIC Nutrition Program will not authorize payment for checks that display obvious alterations.

#### Bank Charges

The Maine WIC Nutrition Program will not reimburse a store for bank charges when the reason a check rejected is the vendor's error.

We will however, gladly reimburse a store for bank charges when the reason for rejection is the result of a WIC program error. In this event please include a copy of the statement verifying charges that were incurred with that particular check.

All requests for reimbursement should be mailed to:

Maine WIC Nutrition Program SHS 11, 286 Water St. Augusta, ME 04333

Questions on procedures? Contact Vendor Relations at:

287-3991 1-800-437-9300 TTY: 1-800-438-5514

Fax: 207-287-3993

### Reauthorization Criteria

The State Agency may review any vendor's qualifications for authorization at any time during the contract period.

Your store must be reauthorized every three (3) years. Your agreement with the Maine WIC Nutrition Program expires on November 30 of your reauthorization year. Initially, your first contract may expire sooner because reauthorizations are organized by geographic location.

Several months prior to the expiration of your contract the State Agency will send you a letter of notification and an application that must be completed and returned. The application will include a **price survey** that *must* be completed *in detail*. Failure to return the application within the specified time frame will result in a break in your contract during which you will not be able to accept WIC checks.

In order to be considered for reauthorization you must have attended and successfully completed a group vendor training session.

In order to remain authorized your store must:

- Comply with the minimum inventory requirement of all WIC foods. (see Minimum Inventory Requirements, page 4)
- You must redeem, at a minimum, an average of \$200.00 in WIC checks per month <u>and</u> at least fifteen (15) checks per month for the most current twelve (12) months of available data.
- Pricing must remain competitive. Price surveys will be requested throughout the year at the discretion of the State Office. Surveys must be provided timely and in the format requested by the State Office.

## **Vendor Monitoring & Investigations**

Federal regulations require the Maine WIC Nutrition Program to monitor at least 5% of our authorized vendors each year.

**Vendor Monitoring** means the regular review of authorized vendors to determine adherence to Program policies and procedures and to identify specific areas that are found to be deficient during the review.

**Routine Monitoring** means a representative of the Maine WIC Nutrition Program will visit your store unannounced. He/she will introduce him/herself to a store representative, walk around the store and may inspect any WIC checks that the store has on hand.

The monitor conducting the review will check to see that:

- The WIC sign is posted
- The store meets the minimum inventory requirements
- Foods are not out of date
- The store is clean
- Prices reflect those reported on the store's price survey
- WIC stickers are properly placed

The monitor may perform an "educational buy" to determine where potential weaknesses lie. This means the monitor may shop in your store pretending to be a WIC participant. After the purchase has been made, the WIC representative will identify him/herself to store personnel and review what went right and what went wrong during the transaction. There is no penalty in this case; it is for educational purposes only.

During a monitoring visit a vendor must provide access to negotiated food instruments (checks) and price records upon request.

Any violation of WIC regulations will be documented on the monitoring form. The form will be discussed with the vendor and he/she will be asked to sign the form. The form will outline steps necessary to correct deficiencies found during the visit. Some deficiencies may result in a warning letter.

## Vendor Monitoring & Investigations

Federal regulations require the Maine WIC Nutrition Program to investigate 5% of our high-risk vendors each year. High-risk vendors are investigated by using compliance purchases or inventory audits.

#### **Compliance Investigations**

The WIC Program has a compliance unit whose job it is to monitor vendor activity to identify high-risk vendors. High-risk vendors are those deemed likely to commit violations. The State Agency has developed criteria to help us identify high-risk vendors.

A **compliance purchase** means an undercover on-site investigation in which a representative of the Program poses as a participant and transacts one or more food instruments (checks). The vendor will not know it is under investigation nor will it be notified of any violations uncovered until the investigation is finished.

An **inventory audit** is the examination of food invoices or other proofs of purchase to determine whether a vendor has purchased sufficient quantities of WIC foods to provide participants the quantities specified on food instruments redeemed by the vendor during a given period of time.

If abuses are discovered during a compliance investigation or inventory audit penalty points may be levied and/or a store may be disqualified, depending on the severity of the abuse. Refer to your Vendor Agreement, state & federal rules.



### **Vendor Violations & Sanctions**

#### **Mandatory Federal Sanctions**

The State Agency is required by the Federal Government to institute certain sanctions. If these violations occur the State Agency has no choice but to apply the appropriate penalty.

#### **State Sanctions**

The State Agency has instituted sanctions in addition to those mandated by the federal government. Each instance of a violation of Program rules has a set point value and a specific time period during which the points will remain on a vendor's record. The accumulation of twenty (20) points or more within a twenty-four (24) period will result in disqualification.

Sanctions can also take the form of warning letters or termination of the Vendor Agreement.

The Maine WIC Nutrition Program detects violations through monitoring, undercover buys, data analysis and reports from WIC participants and local WIC agency staff. Vendors who commit fraud and abuse may be prosecuted under federal, State and local laws and may be fined or imprisoned in addition to program sanctions.

If a vendor is disqualified from the WIC Program his/her food stamp license may be terminated as well. Likewise a vendor disqualified from the food stamp program may have his WIC authorization terminated.

Federal and state sanctions are listed on the following pages.

## **State Agency Sanctions**

A point system issued to assess State Agency vendor sanctions.

| Violation  | Points           | Points Retained For |
|--|------------------|---------------------|
| 1. Failure to respond timely to dated material   | 5                | 1 year              |
| 2 Failure to submit a WIC Vendor price survey in a timely manner   | 5                | 1 year              |
| 3. Contacting a WIC customer in an attempt to recover funds for WIC drafts not reimbursed or for which overcharges were requested. | 7.5              | 18 months           |
| 4. Allowing a WIC customer to sign a WIC draft on which the purchase amount has not been entered .                                 | 7.5              | 18 months           |
| 5. Failure to attend mandated training   | Disqualification | 1 year              |
| 6. Requiring additional cash purchases to redeem WIC drafts  | 7.5              | 18 months           |
| 7. Failure to allow monitoring of store by WIC staff; failure to provide WIC drafts for review when requested                      | 15               | 3 years             |
| 8. Failure to provide store inventory records when requested   | 15               | 3 years             |
| 9. Non-payment of claim for documented overcharges to the Program  | Disqualification | 1 year              |
|  |                  |                     |

| 10.Intentionally providing false information on the vendor Price Survey or the vendor application                | 15  | 3 years |
|--|-----|---------|
| 11. Failure to provide a WIC customer with an itemized receipt for foods purchased with a WIC draft              | 5   | 1 year  |
| 12. Requiring a WIC customer to purchase all food listed on the WIC draft.                                       | 5   | 1 year  |
| 13. Failure to ask for the WIC ID Folder   | 7.5 | 3 years |
| 14. Publicly identifying a person as a WIC participant.  | 7.5 | 3 years |
| 15. Refusing to accept a valid WIC draft from a WIC customer   | 15  | 3 years |
| 16. Demonstrating a serious, deliberate, and widespread disregard for program rules, regulations and procedures. | 15  | 3 years |

#### **State Agency Vendor Sanctions:**

- A. A one (1) year disqualification will be imposed if a vendor accumulates a total of TWENTY (20) points in a period of twenty-four (24) months or less.
- B. The State Agency will impose a civil money penalty (CMP) in lieu of disqualification if, in the determination of the State Agency, inadequate participant access would result if the vendor were disqualified.

## Mandatory Sanctions

#### 1. Conviction for Trafficking / Illegal Sales

A vendor convicted in court for the crime of trafficking in food instruments or for selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act, 21 U.S.C. 802) in exchange for WIC checks will be permanently disqualified, effective on the date of receipt of the notice of disqualification.

## 2. Buying or Selling Food Instruments for Cash (Trafficking) and Illegal Sales

The State Agency will disqualify a vendor for six years for one incidence of trafficking or one incidence of selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act, 21 U.S.C. 802) in exchange for WIC checks. "Incidence" refers to one "positive" compliance buy, or, in some instances below, to any single occurrence of a violation.

#### 3. Sales of Alcohol or Tobacco in Exchange for Food Instruments

The State Agency will disqualify a vendor for three years for one incidence of the sale of alcohol or alcoholic beverages or tobacco products in exchange for WIC checks.

#### 4. Sales Exceeding Documented Inventory

The State Agency will disqualify a vendor for three years for a pattern of claiming reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for a specific period of time. "Pattern" is defined as a minimum of two (2) violations occurring within a six- (6) month period.

## **Mandatory Sanctions**

## <u>5. Charging WIC Participants More Than Other Customer or Shelf / Contract Price (Overcharging)</u>

The State Agency will disqualify the vendor for three years for a pattern of charging WIC customers more for supplemental food than non-WIC customers or charging WIC customers more than the current shelf or contract price. "Pattern" is defined as a minimum of two compliance purchases within a six- (6) month period documenting an overcharge of any amount above the posted shelf price at the time of purchase.

#### 6. Unauthorized Channels

The State Agency will disqualify the vendor for three years for a pattern of receiving, transacting, and/or redeeming WIC checks outside of authorized channels, including the use of an unauthorized vendor and/or an unauthorized person. "Pattern" is defined as two or more violations occurring anytime within the contract period.

#### 7. Food Not Received

The State Agency will disqualify the vendor for three years for a pattern of charging for supplemental food not received by the WIC customer. "Pattern" is defined as a minimum of two- (2) compliance purchases within a six- (6) month period.

#### 8. Credit and Certain Non-Food I tems Exchanged for Food Instruments

The State Agency will disqualify the vendor for three years for a pattern of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined by section 102 of the Controlled Substances Act (21U.S.C. 802), in exchange for WIC checks. "Pattern" is defined as a minimum of two- (2) compliance purchases within a six- (6) month period.

## **Mandatory Sanctions**

#### 9. Unauthorized Food

The State Agency will disqualify the vendor for one year for a pattern of providing unauthorized food items in exchange for WIC checks, including charging for food provided in excess of items listed on the check. "Pattern" is defined as a minimum of three-(3) compliance purchases within a six-(6) month period.

#### 10. Disqualification from the Food Stamp Program

The State Agency will disqualify a vendor, which has been disqualified from the Food Stamp Program (FSP). The WIC disqualification will be for the same length of time as the FSP disqualification and the WIC disqualification may begin at a later date than the FSP disqualification.

The State Agency will disqualify a vendor who has been assessed a civil money penalty for hardship in FSP under 7 CFR 278.6. The length of disqualification will correspond to the period for which the vendor would otherwise have been disqualified in FSP. Such disqualification may not be imposed unless the State Agency has first determined that the disqualification would not result in inadequate participant access. If the State Agency determines that inadequate participant access would result, then neither a disqualification nor a civil money penalty in lieu of disqualification may be imposed.

The State Agency does not have to provide the vendor with prior warning that violations were occurring before imposing sanctions.

11. Disqualification for sanction imposed by New Hampshire. The State Agency shall disqualify a Maine vendor also authorized in the State of New Hampshire who has been disqualified by New Hampshire for any mandatory sanction. If the disqualification of the vendor would result in inadequate participant access, the State Agency will impose a civil money penalty in lieu of disqualification.

## Appeals & Notice

A vendor may appeal a denial of authorization. The vendor may also appeal action taken during the course of a contract where the vendor is disqualified or any other adverse action is taken. The exception is that the vendor cannot appeal the expiration of the contract and the State Agency's participant access determination for a mandatory or State Agency violation.

A vendor or vendor applicant can request a hearing in writing or verbally by contacting:

Maine WIC Nutrition Program 286 Water St., SHS 11 Augusta ME 04333 Phone: 207-287-3991

TTY: 207-438-5514 Fax: 207-287-3993

Requests for hearings must occur within sixty (60) days from the date of the adverse action.

The Office of Administrative Hearings shall have jurisdiction over the hearings.

## Vendor Agreement

The Vendor Agreement between the State Agency and authorized vendor is very important. It is your responsibility to become familiar with the Agreement and to make sure your employees administer the WIC program correctly.

The Vendor Agreement is valid for a period of three years. The State Agency may review a vendor's qualifications to be authorized at any time during the contract period.

The Vendor Agreement is printed on the following pages for your reference.



## STATE OF MAINE **DEPARTMENT OF HEALTH & HUMAN SERVICES**

Key Plaza, 286 Water St., SHS 11, Augusta ME 04333 207-287-3991 1-800-437-9300 Fax 287-3993

#### MAINE WIC NUTRITION PROGRAM Vendor Agreement

| This agreement is made by and between, (hereinafter referred to as the Vendor) and the Ma Services, WIC Program (hereinafter referred to as the Vendor and the State Agency agree to the gene this Agreement. In order to remain authorized, each minimum-inventory requirement of all WIC foods. Uparticipant access, the vendor must also redeem, a of WIC drafts per month and at least fifteen drafts p twelve months of available data. | State Agency). By signature below, eral conditions and terms contained in vendor must comply with the nless granted an exception due to t a minimum, an average of \$200.00 |
|--|---|
| This Agreement does not constitute a license or pro-<br>effect for the time period stated below only, an appl<br>consideration upon expiration of the current agreement<br>the State Agency will terminate the Vendor's agreed<br>order to be authorized after the disqualification period   | ication must be submitted for<br>nent period. If a vendor is disqualified,<br>ment, and the Vendor must reapply in  |
| In all cases, the Vendor's new application will be su<br>selection criteria in effect at the time of the reapplication   |   |
| The State Agency may review each participating Ve authorized Vendor at any time and as often as it de contract period.   |   |
| The period of this Agreement is from   | <u>,</u> to <u>November 30,</u> .   |
| The undersigned has the legal authority to obligate the Vendor to the terms and conditions of this Agreement.  | The undersigned has the authority to contract for and on the behalf of the Maine WIC Program  |
| Signature  | State Agency Representative   |
| Print Name & Title   |   |
|  | Date  |
| Page 1 of 10   |   |

- A. Neither the vendor nor the State Agency has an obligation to renew the Vendor Agreement.
- B. The State Agency may review each participating vendor's qualifications to be an authorized vendor at any time and as often as it deems necessary during the vendor's contract period with the State Agency.
- C. In order to remain authorized, each vendor must comply with the minimum inventory requirements of all WIC foods.
- D. Unless granted an exception due to participant access, the vendor must redeem, at a minimum, an average of \$200.00 of WIC drafts per month and at least fifteen (15) drafts per month for the most current twelve (12) months of available data.
- E. The State Agency will, at any time during the Vendor's contract period it determines that the Vendor willfully misrepresented any information on the Vendor Application, disqualify the Vendor from participation in the WIC Program for twelve (12) months.

#### The Vendor hereby agrees and covenants as follows:

- A. To stock the minimum amount and varieties of authorized WIC foods, in all categories, as determined by the Maine WIC Program.
- B. To not collect sales tax on WIC food purchases.
- C. To make the WIC Approved Foods List available at all cash registers.
- D. To be accountable for the actions of its owners, officers, managers, agents, and employees who commit vendor violations.
- E. To accept valid WIC draft from all WIC customers without exception.
- F. To offer each WIC customer the same courtesy as offered to other customers. To not call unnecessary attention to a WIC customer.
- G. To appropriately transact valid WIC drafts for the types and quantities of foods specified on each check.
- H. To obtain at the time of purchase an original WIC customer, or proxy, signature on each WIC draft and request that the customer show a valid WIC identification folder before the transaction is completed.
- I. To allow each WIC customer to write, in ink, the actual cost of the WIC foods on the draft unless otherwise agreed upon with the State Agency.

- J. To refuse to accept any WIC draft that has been altered.
- K. To provide each WIC customer with an itemized receipt for WIC purchases.
- L. To sell approved WIC foods at the current or less than the current price charged to other customers.
- M. To allow each WIC customer to purchase less than but never more than the the amount of food printed on the draft regardless of any promotion offered.
- N. To allow each WIC customer to take advantage of manufacturer or vendor promotions that provide non-WIC foods free of charge when purchased with WIC drafts
- O. To accept manufacturer's coupons for foods purchased with WIC drafts.
- P. To not request nor accept, under any circumstances, cash payment for quantities of foods specified on the WIC drafts.
- Q. To not allow rain checks, credits or exchanges in any WIC transaction except for exchanges of an identical item when the original item is defective, spoiled, or has exceeded its expiration date.
- R. To direct questions concerning payment to the State Agency. Customers are not to be contacted concerning this or any other problem area.
- S. To not seek restitution from customers for redeemed WIC drafts rejected by the bank and/or cash refunds requested by the State Agency.
- T. To abide by Federal and State rules, regulations and procedures as outlined in the Vendor Handbook.
- U. To allow representatives of the local, state or federal WIC Program to monitor the vendor's store in an unannounced manner at any time the store is open for business. If requested, to provide access to WIC drafts negotiated on the day of the visit.
- V. To maintain inventory records used for Federal Tax Reporting purposes and to make such records available to the State Agency upon request.
- W. To provide the current price listed when and in the format requested by the State Agency.

- X. To provide the State Agency with advance written notification of any change in vendor ownership, store location, or cessation of operations. <u>This</u> agreement is terminated if ownership changes.
- Y. To agree to accept annual training, face to face interactive training every three years, and training at any time deemed necessary by the State Agency, on Program procedures and train other store employees on Program requirements.
- Z. To provide the State Agency with information necessary to initiate a direct deposit credit (ACH) including a valid bank name, address, routing and account numbers.

#### The Vendor states the following is true:

- 1. The Vendor is not currently disqualified from a Food Stamp Program or has not been assessed a Civil Money Penalty for hardship in lieu of disqualification.
- The Vendor possesses a valid Food Establishment License from the Maine Department of Agriculture or is a registered pharmacy through the Maine Commission of Pharmacies.
- 3. The Vendor is currently enrolled as an authorized Food Stamp Program vendor.
- 4. The Vendor's location is a permanent, fixed location, open for business at least eight (8) hours per day between the hours of 6:00 AM and 9:00 PM, six (6) days a week.
- 5. The Vendor's store includes a minimum of 1,000 square feet of space devoted to the sale of grocery items.

#### The WIC State Agency hereby agrees and covenants as follows:

- A. To instruct the Vendor upon entry into the Program of the appropriate procedure to process WIC transactions.
- B. To provide the Vendor with the current list of approved foods.
- C. To provide vendor training as requested by the Vendor.
- D. To ensure that local WIC agencies instruct WIC participants and proxies in the proper use of WIC drafts.

- E. To notify the Vendor in writing of any changes in WIC approved foods or the use of WIC drafts. To notify the vendor in writing of vendor related changes in the Federal and State Regulations, and to provide the vendor with a copy of any WIC regulation(s) or policy issuance(s) affecting the vendor's participation in the WIC program.
- F. To help the vendor resolve problems related to the WIC program.

## Both parties agree and covenant as follows:

- A. That no conflict of interest exists between the Vendor and the Vendor's primary local WIC agency.
- B. Not to discriminate for reason of age, race, color, sex, national origin or disability.
- C. The period of this Agreement is set forth on the signature page.
- D. This Agreement IS TERMINATED in its entirety upon any changes of ownership.
- E. Either party may terminate this Agreement for cause after providing a fifteen- (15) day advanced written notice.
- **II. Mandatory Sanctions** (WIC/FSP Vendor Disgualification Rule 7 CFR 246.12)

#### 1. Conviction for Trafficking / Illegal Sales

A vendor convicted in court for the crime of trafficking in food instruments or for selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act, 21 U.S.C. 802) in exchange for WIC checks will be permanently disqualified, effective on the date of receipt of the notice of disqualification.

#### 2. Buying or Selling Food Instruments for Cash (Trafficking) and Illegal Sales

The State Agency will disqualify a vendor for six years for one incidence of trafficking or one incidence of selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substances Act, 21 U.S.C. 802) in exchange for WIC checks. "Incidence" refers to one "positive" compliance buy, or, in some instances below, to any single occurrence of a violation.

#### 3. Sales of Alcohol or Tobacco in Exchange for Food Instruments

The State Agency will disqualify a vendor for three years for one incidence of the sale of alcohol or alcoholic beverages or tobacco products in exchange for WIC checks.

#### 4. Sales Exceeding Documented Inventory

The State Agency will disqualify a vendor for three years for a pattern of claiming reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for a specific period of time. "Pattern" is defined as a minimum of two (2) violations occurring within a six- (6) month period.

# <u>5. Charging WIC Participants More Than Other Customer or Shelf / Contract Price</u> (Overcharging)

The State Agency will disqualify the vendor for three years for a pattern of charging WIC customers more for supplemental food than non-WIC customers or charging WIC customers more than the current shelf or contract price. "Pattern" is defined as a minimum of two compliance purchases within a six- (6) month period documenting an overcharge of any amount above the posted shelf price at the time of purchase.

#### 6. Unauthorized Channels

The State Agency will disqualify the vendor for three years for a pattern of receiving, transacting, and/or redeeming WIC checks outside of authorized channels, including the use of an unauthorized vendor and/or an unauthorized person. "Pattern" is defined as two or more violations occurring anytime within the contract period.

#### 7. Food Not Received

The State Agency will disqualify the vendor for three years for a pattern of charging for supplemental food not received by the WIC customer. "Pattern" is defined as a minimum of two- (2) compliance purchases within a six- (6) month period.

#### 8. Credit and Certain Non-Food Items Exchanged for Food Instruments

The State Agency will disqualify the vendor for three years for a pattern of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined by section 102 of the Controlled Substances Act (21U.S.C. 802), in exchange for WIC checks. "Pattern" is defined as a minimum of two- (2) compliance purchases within a six- (6) month period.

#### 9. Unauthorized Food

The State Agency will disqualify the vendor for one year for a pattern of providing unauthorized food items in exchange for WIC checks, including charging for food provided in excess of items listed on the check. "Pattern" is defined as a minimum of three- (3) compliance purchases within a six- (6) month period.

#### 10. Disqualification from the Food Stamp Program

The State Agency will disqualify a vendor, which has been disqualified from the Food Stamp Program (FSP). The WIC disqualification will be for the same length of time as the FSP disqualification and the WIC disqualification may begin at a later date than the FSP disqualification.

The State Agency will disqualify a vendor who has been assessed a civil money penalty for hardship in FSP under 7 CFR 278.6. The length of disqualification will correspond to the period for which the vendor would otherwise have been disqualified in FSP. Such disqualification may not be imposed unless the State Agency has first determined that the disqualification would not result in inadequate participant access. If the State Agency determines that inadequate participant access would result, then neither a disqualification nor a civil money penalty in lieu of disqualification may be imposed.

The State Agency does not have to provide the vendor with prior warning that violations were occurring before imposing sanctions.

#### 11. Disqualification for sanction imposed by New Hampshire.

The State Agency shall disqualify a Maine vendor also authorized in the state of New Hampshire who has been disqualified by New Hampshire for any mandatory sanction. F the disqualification of the vendor would result in inadequate participant access, the State Agency will impose a civil money penalty in lieu of disqualification.

## **III. State Agency Vendor Sanctions**

The State Agency will impose sanctions, including disqualification, civil money penalties, and fines for violations in addition to those listed under <u>II. Mandatory Sanctions</u>.

A point system issued to assess State Agency vendor sanctions.

| Violation  | Points           | Points<br>Retained<br>For |
|--|------------------|---------------------------|
| Failure to respond timely to dated material  | 5                | 1 year                    |
| 2 Failure to submit a WIC Vendor price survey in a timely manner   | 5                | 1 year                    |
| 3. Contacting a WIC customer in an attempt to recover funds for WIC drafts not reimbursed or for which overcharges were requested. | 7.5              | 18 months                 |
| 4. Allowing a WIC customer to sign a WIC draft on which the purchase amount has not been entered .                                 | 7.5              | 18 months                 |
| 5. Failure to attend mandated training   | Disqualification | 1 year                    |
| 6. Requiring additional cash purchases to redeem WIC drafts  | 7.5              | 18 months                 |
| 7. Failure to allow monitoring of store by WIC staff; failure to provide WIC drafts for review when requested                      | 15               | 3 years                   |
| 8. Failure to provide store inventory records when requested   | 15               | 3 years                   |
| Non-payment of claim for documented overcharges to the Program   | Disqualification | 1 year                    |

| 10. Intentionally providing false information on the vendor price survey or the vendor application               | Disqualification | 1 year  |
|--|------------------|---------|
| 11. Failure to provide a WIC customer with an itemized receipt for foods purchased with a WIC draft              | 5                | 1 year  |
| 12. Requiring a WIC customer to purchase all food listed on the WIC draft.                                       | 5                | 1 year  |
| 13. Failure to ask for the WIC ID Folder   | 7.5              | 3 years |
| 14. Publicly identifying a person as a WIC participant.  | 7.5              | 3 years |
| 15. Refusing to accept a valid WIC draft from a WIC customer   | 15               | 3 years |
| 16. Demonstrating a serious, deliberate, and widespread disregard for program rules, regulations and procedures. | 15               | 3 years |

#### **State Agency Vendor Sanctions:**

- A. A one (1) year disqualification will be imposed if a vendor accumulates a total of TWENTY (20) points in a period of twenty-four (24) months or less.
- B. The State Agency will impose a civil money penalty (CMP) in lieu of disqualification if, in the determination of the State Agency, inadequate participant access would result if the vendor were disqualified.

#### IV. APPEALS AND NOTICE

- 1. The vendor may appeal the denial of an application for authorization and any other adverse action taken during the course of a contract. The exception is the vendor cannot appeal the expiration of the contract and the State Agency's participant access determination for a mandatory or State Agency violation.
- 2. Disqualification of a vendor from the Food Stamp Program may result in disqualification from WIC. Such disqualification from WIC will not be subject to administrative or judicial appeal under the WIC Program.
- 3. Disqualification from the WIC Program may result in disqualification as a retailer in the Food Stamp Program. Such disqualification may not be subject to administrative or judicial review under the Food Stamp Program.
- 4. Except for disqualification based on convictions for trafficking/illegal sales, which will be effective on the date of receipt of the notice, the State Agency may take adverse action against the vendor fifteen (15) days after the State Agency provides the vendor with written notice.
- 5. Requests for a fair hearing must be made within 60 days from the date of the written notice of the adverse action.
- 6. Adverse actions against a vendor will be postponed until a fair hearing decision is reached, provided the request for hearing was received by the Department within 15 days from the receipt of the adverse action.
- 7. The appellant is solely responsible for the cost of his/her legal counsel.
- 8. If the fair hearing decision is in favor of the appellant, and participation was denied or discontinued, benefits will begin once a decision is made.
- 9. If the decision is not in favor of the appellant, continued participation will be terminated as soon as administratively feasible as decided by the Hearing Officer. An appellant may appeal an unfavorable decision to Superior Court pursuant to M.R.Civ.P.801C. However, unless otherwise ordered by the Superior Court, the Hearing Officer's decision will not be stayed, and participation will continue to cease.



# WIC Flag Systems

Many stores have systems in which all WIC approved foods are "flagged". The computer recognizes flagged items as WIC approved and will reject an item that is not flagged. The cashier/manager usually can override the rejection and allow the item to scan if necessary.

These systems aid the cashier in making certain only WIC approved foods are purchased. However, many cashiers rely too heavily on this system and errors occur. Some of the most frequent errors include:

- Failure to verify the unit of measure on the item. The system will allow an approved food to scan regardless of whether the participant has chosen food in excess of the amount listed on the check.
- Allowing WIC approved items not listed on the check. If a participant includes an item that is not listed on the check, it will scan as long as it is a WIC approved food. This is especially prevalent during infant formula transactions. A client may have picked up the wrong formula but because it, too, is WIC approved, it scans through. Cashiers must *look* at the item being purchased.
- Items in the computer have not been flagged correctly. When an item will not scan because the computer is telling you that it is not WIC approved always refer to your WIC Approved Foods List. It may be that the item was not flagged and should have been. You are required to sell approved foods to WIC customers no matter what the computer says and can be penalized for refusing to do so.

Many times vendors have flagged non-WIC foods as approved in their systems in error. Pay attention! The cashier is the most familiar with what is and is not approved. Cashiers can call such errors to the attention of management if they are paying attention.

**The bottom line**: The flagging system is an *aid* in managing our program effectively.

# **Complaints Against Participants**

WIC participants are not permitted to cause a disturbance in your store, abuse your employees or violate the procedures for redeeming checks. If you have a complaint against a WIC participant please call Vendor Relations immediately. If possible provide the participants name and ID Number and as many details of the incident as possible.

We will make sure the appropriate action is taken.

# Change of Ownership & Address Change

### When Ownership Changes

When ownership changes, the Vendor Agreement is immediately terminated. Prior to accepting WIC checks the new owner:

- Must complete a new application for authorization
- Must complete new vendor training to the satisfaction of the State Agency
- Sign a Vendor Agreement
- Will be given an authorization stamp with his unique vendor number

The new owner cannot accept WIC checks until this process is completed. The new owner <u>will not</u> be paid for any IWC checks taken during this period.

#### When a business is leased

When the owner leases a business, the leasee must follow the same procedures as with an ownership change.

## When the store address changes

When the store address changes, the owner must notify Vendor Relations. The Vendor Agreement and stamp remain the same